



QUALITY
ASSURANCE
PROGRAM

Owner: Glendale Unified School District
Address: 7650 N. 43rd Avenue, Phoenix, AZ 86301
Warranty Number: 21181
Building Description: Moon Valley H.S. Bldg 3,9,11,5, Admin., 3625 W Cactus, Phoenix, AZ
Roof Area: 73,100 sq. ft.
Date of Completion: 9/15/94
Roofing Contractor: Universal Roofers
Address: 3430 S. Valley View Blvd., Las Vegas, NV 89102
System Type: REPLACEMENT: BURMASTIC - GLASS
Installation Contract Price: \$366,848.00

Tremco Incorporated hereby warrants to the above named Owner that, subject to the terms, conditions and limitations stated herein, it will repair any leaks in the above described Tremco Roofing System (hereinafter called TRS), as installed by the above named roofing contractor, for a period of ten (10) years from the date of completion (except as stated in Paragraph E). TRS shall be defined as the weatherproofing assembly and its components as specified by Tremco which includes the following: membrane, insulation, flashings, and termination details.

- A. This warranty does not cover any damage or failure of the TRS or any part thereof as a result of:
1. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, hurricane force winds (74 mph) or greater, tornadoes, earthquakes, fire, vandalism, animals, or penetration of the membrane or chemical attack by outside agents.
 2. Use of material not specified by Tremco.
 3. Any intentional or negligent act on the part of the warranty owner or third party, including but not limited to, misuse, traffic or storage of materials on roof.
 4. Distortion, expansion or contraction of any unguaranteed flashing or metal work, or faulty construction or design of building components, including parapet walls, copings, chimneys, skylights, vents or roof deck, or lack of positive, proper or adequate drainage resulting in ponding water on roof.
- B. In the event any leaks should occur in the TRS roof within the warranty period, the Owner, as named above, shall notify Tremco Incorporated, 10701 Shaker Boulevard, Cleveland, OH 44104, as soon as possible (however in no event more than thirty (30) days) after leakage is or should have been discovered. Tremco will inspect the TRS roof and if the leak is within coverage of this warranty, will, at its own expense make or cause to be made all necessary repairs to the TRS roof to put it in watertight condition. To the extent any repairs to any part of the building other than the TRS roof are required, or the removal or replacement of any traffic surfaces or other appurtenances built over the roof are required in order to put the TRS roof in watertight condition, the liability or expense for such repair, removal or replacement, shall be assumed and paid by the Owner. If the leak is not within warranty coverage, Tremco shall advise the Owner, and the Owner shall have the repairs performed within thirty (30) days, according to Tremco specifications, by a Tremco approved applicator. In the event an emergency condition exists which requires immediate repair to avoid substantial damage to the building or its contents, Tremco may instruct the Owner to make necessary temporary repairs.
- C. Tremco, at its option, may upon reasonable notice, void this warranty for any of the following reasons:
1. Building settlement, deterioration, cracking or failure of the roof deck, coping and parapet walls and/or infiltration or condensation of moisture in, through or around walls, copings, underlying structure, hardware or equipment.
 2. Change in usage of building without prior written approval of Tremco, repairs or alterations of roof or installation of structures, fixtures or utilities on or through roof without prior approval of Tremco.
3. Failure of Owner to pay all bills for installation, supplies and services sold in connection with this project, failure to notify Tremco within prescribed time of discovery of defect and/or leak, failure to repair non-warranty leaks within time specified, according to Tremco specification, by approved applicator.
 4. Failure of Owner to comply with roof maintenance as outlined in the Owners Manual.
- D. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE REMEDIES IN PARAGRAPH B, ABOVE, ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ANY AND ALL CLAIMS ARISING UNDER, OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE TRS. NO REPRESENTATIVE HAS AUTHORITY TO VARY OR ALTER THESE TERMS. IN NO EVENT SHALL TREMCO BE LIABLE FOR ANY DAMAGE TO THE BUILDING ITSELF (OTHER THAN THE TRS), THE CONTENTS OF THE BUILDING, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. TREMCO'S TOTAL LIABILITY DURING THE FIRST YEAR OF THIS WARRANTY SHALL NOT IN ANY EVENT EXCEED IN DOLLAR VALUE THE INSTALLED CONTRACT PRICE OF THIS TREMCO ROOFING SYSTEM AS APPEARS ABOVE. TREMCO'S MAXIMUM LIABILITY, FOLLOWING YEAR ONE, SHALL BE PRO-RATED ON A STRAIGHT LINE DECLINING VALUE BASIS OVER THE LIFE OF THE WARRANTY, AND SHALL NOT IN ANY EVENT EXCEED SUCH PRO-RATED AMOUNT. TREMCO SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.
- E. Tremco's liability under this warranty shall not become effective until all bills for installation, supplies and services sold in connection with the roof have been paid in full.
- F. The warranty period shall commence from the date of completion. Any delay in the effective date of this warranty due to circumstances referenced in Paragraph E shall not extend the original warranty expiration date.
- G. **Quality Assurance: Tremco will, during the second, and fifth year of this warranty, inspect and provide a written Executive Summary of the roof.**
- H. During the period of this warranty, Tremco will have free access to the roof and related premises during regular business hours, and will retain the right to make core extractions and properly repair such extractions.
- I. The Owner's rights under this warranty are not transferable.

Signed the 28th day of September, 19 94

TREMCO INCORPORATED

By _____

Title Warranty Administrator